



MISSOURI DEPARTMENT OF MENTAL HEALTH

KEITH SCHAFER, DEPARTMENT DIRECTOR



DEPARTMENT
OPERATING
REGULATION
NUMBER

DOR
6.455

CHAPTER Human Resources	SUBCHAPTER Staff Development	EFFECTIVE DATE June 17, 2014	NUMBER OF PAGES 3	PAGE NUMBER 1 of 3
SUBJECT Educational Stipend Applications		AUTHORITY Section 630.050 RSMo	HISTORY See Below	
PERSON RESPONSIBLE Deputy Director, Administration			SUNSET DATE July 1, 2017	

PURPOSE: Prescribes policies and procedures for processing educational stipend applications.

APPLICATION: Applies to department facilities.

(1) Facility officials may have employees apply to the department for educational stipends of \$1,300 a month. Applicants shall present the DMH Form 8202, Application/Contract for Educational Stipend, to their heads of facilities for approval. (A) Heads of facilities shall review the applications and complete DMH Form 8211, Facility Justification and Recommendation of Approval for Educational Stipend. Heads of facilities may recommend approval of the applications under the following criteria:

1. the facility has budgeted vacant positions in the desired classifications;
2. the facility has documented its unsuccessful recruitment efforts to fill the vacant positions;
3. the facility would have funds available to pay the applicant while going to school and pay the applicant after finishing the education;
4. the facility can spare the employee to be on leave;
5. the facility has verified that the individual has been accepted in the course of study;
6. the facility needs the expertise to be acquired by applicant to meet accreditation, certification, or other operational requirements;
7. the facility has exerted efforts to consider minorities for the stipends;
8. the facility has considered minorities in its applicant pool.

(B) Heads of facilities shall submit recommended applications and the justification forms at least ten (10) days before the stipend begins to their respective Division Director for review and recommendation of approval or denial of the application.

(C) The Division Director shall review the application, justification form and the recommendations of the executive staff and either approve or deny the application. If the Division Director approves the application, s/he shall sign the application form which will be binding upon the department and the applicant according to its terms.

(D) The Division Director may announce certain priority classifications or funding limitations, or both, by directive.



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(2) While they are on educational stipend status, employees may continue working in their current position with a schedule mutually agreeable between the employee and the facility. Employees who have achieved regular classified status and plan to work less than half-time may be placed on a leave of absence from the classified position and be appointed to an unclassified position and work a mutually agreeable schedule. The benefit status of employees receiving a stipend is dependent on their appointment status. The employee shall not be credited with overtime for combining hours of work with hours of educational stipend..

(3) The Division shall allow no more than two (2) consecutive calendar years of educational stipend in the last two years to complete work for any degree or certificate.

(4) The educational stipend cannot be paid before the contract is signed by the Division Director.

(5) The facility director may allow a person receiving the stipend to suspend educational activity for a limited period, not to exceed one normal school term, without jeopardizing the person's status in the program.

(6) Employees or students shall incur a service obligation of two (2) months of full-time status for every one (1) month paid on educational stipend. Overtime hours worked will not serve to reduce the length of the service obligation. If the employee on stipend fails to complete the service obligation, the facility shall notify the Office of General Counsel and demand reimbursement from the employee for the educational stipend for the uncompleted service obligation. If a person on educational stipend does not satisfactorily complete the education, then the person shall repay the stipend. The facility shall thoroughly document the default of service obligation and send the documentation through the department Office of General Counsel to the Attorney General's Office for handling if the employee does not reimburse the facility upon demand.

(7) Facilities which provide educational stipends shall have and publicize their policies to enable uniform treatment of employees in accordance with federal and state law, the department's affirmative action plan and department regulations. If facilities are limited by funds, then the facility shall determine which person shall receive the stipend by operational needs.

(8) The Director of the Office of Human Resources will review and analyze any statutory, regulatory, or policy changes as they occur to determine their effect on the provisions of this Department Operating Regulation and will make changes as necessary.



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History: Original DOR effective July 1, 1990. Amendment effective July 1, 1996. Emergency amendment effective July 1, 2002, expires March 31, 2003. Emergency amendment made final February 15, 2003. Amendment effective July 1, 2006. Amendment effective September 10, 2007. On May 27, 2011 the sunset date was extended to July 1, 2014. On June 17, 2014 the sunset date was extended to July 1, 2017.



STATE OF MISSOURI
DEPARTMENT OF MENTAL HEALTH
APPLICATION/CONTRACT FOR EDUCATIONAL STIPEND

INSTRUCTIONS: Please print or type. Please attach additional sheets if more space is needed to answer any question.

NAME OF APPLICANT		SOCIAL SECURITY NO.
HOME ADDRESS		
EMPLOYEE OF THE DEPARTMENT OF MENTAL HEALTH? <input type="checkbox"/> YES <input type="checkbox"/> NO		
IF YES, CURRENT JOB CLASSIFICATION		HOW LONG?
IF YES, PREVIOUS JOB CLASSIFICATION		HOW LONG?
IF YES, PREVIOUS JOB CLASSIFICATION		HOW LONG?
IF YES, PREVIOUS JOB CLASSIFICATION		HOW LONG?

PLEASE ATTACH A COPY OF YOUR APPLICATION FOR EMPLOYMENT WITH THE DEPARTMENT.

NAME OF DEPARTMENT FACILITY WITH RESPONSIBILITY FOR YOUR EDUCATIONAL STIPEND

I hereby apply for an educational stipend of \$1,300 a month (not to exceed 24 total months) from the Department of Mental Health (DMH) per Department Operating Regulation 6.455. If I am accepted to receive the stipend, I understand the terms, conditions, and obligations set forth in this application/contract and the regulation, and I agree to be bound by them. This application/contract shall become a legally binding contract between DMH and me upon signature by the Director of the Department approving it.

1. I have been accepted for admission/am enrolled in

NAME OF EDUCATIONAL INSTITUTION

located at

CITY, STATE

to study or train to earn a

DEGREE/CERTIFICATE

to qualify me for

MERIT SYSTEM CLASSIFICATION

2. I request an educational stipend

from

MONTH/DAY/YEAR

to

MONTH/DAY/YEAR

I expect to receive my degree/certificate on

MONTH/DAY/YEAR

TIME IS OF THE ESSENCE as to the date expected to graduate or receive certification.

3. While receiving this stipend, I will pursue no course work other than the course of study set out in paragraph 1 of this application/contract.
4. I have not contracted to obligate myself for future service to any other hospital, agency, or other employer as a result of receiving financial support for the time I will receive this stipend, if approved.

APPLICATION/CONTRACT FOR EDUCATIONAL STIPEND - PAGE 2

5. If I am accepted to receive the DMH stipend, the

NAME OF FACILITY

or another Department facility may expect me to work

FACILITY FILL IN BLANK WITH WEEKENDS, HOLIDAYS, WHEN CLASSES ARE NOT SCHEDULED, BREAKS DURING AND BETWEEN SEMESTERS, OR ON CALL.

6. Following completion of my studies, DMH shall schedule me to work in the unit and on the shift in which the

NAME OF FACILITY

or another facility to be specified then has the greatest need for an employee in an appropriate job classification.

7. If accepted to receive the stipend, I shall pay for all my cost for tuition, fees, books, and materials. I shall not consider DMH to be responsible for any of the costs of my education and training.

8. I shall provide the Personnel Office of

NAME OF FACILITY

any information necessary to maintain my employment status on stipend to assist the facility to schedule me for work.

9. I shall receive \$1,300 per month stipend for the time approved to be on stipend. From this salary, DMH shall deduct the usual payroll deductions and taxes.

10. I shall not receive or accumulate annual leave, sick leave, holiday time, or overtime while on stipend.

11. My title index status during the stipend period shall be

TITLE

12. If I was employed in regular classified status before beginning the stipend period, the facility shall place me on leave of absence without pay from such classified position while on stipend status.

13. In consideration for receiving the stipend to complete work on a degree or certificate, I shall work two (2) months as a service obligation for every month I receive the stipend. Partial months of stipend shall be prorated on a two (2) months for one (1) month basis to determine the service obligation.

14. If I fail to keep my status as a student in good standing or if the school terminates my student status, I shall return to my duties at DMH if I was an employee in an appropriate classification and salary. I shall reimburse DMH for all salary paid to me while I was on stipend.

15. If I do not complete my service obligation under paragraph 13 of this application/contract, I shall reimburse DMH for each month of my stipend for which I did not work two months. If I do not earn the degree/certificate provided for in this application/contract, I shall reimburse DMH for the stipend paid me.

16. If I fail any necessary course work and cannot obtain the degree/certificate by the date specified in paragraph 2 of this application/contract, I shall reimburse the DMH for any stipend payment received.

17. The Director of DMH may terminate my stipend if sufficient funds are not appropriate or available to pay the stipend or if DMH needs me to return to my duties at any of its facilities. If this occurs, I may request a leave of absence without pay to be approved by the head of the facility to finish my studies. I would then work for the time necessary to fulfill my obligation for any stipend received as set out in paragraph 13 of this application/contract. If I do not return to my duties, I shall reimburse DMH for my salary while on stipend.

APPLICATION/CONTRACT FOR EDUCATIONAL STIPEND - PAGE 3

18. While on stipend, I am subject to the rules of the Division of Personnel, regulations of the Department, policies of

NAME OF FACILITY

and other **State law.**

19. By signing this application/contract, I authorize the release to DMH from the

NAME OF EDUCATIONAL FACILITY

any of my records to verify my enrollment, attendance, grades, and student status.

20. I understand that DMH considers this to be a loan program, but that my debt is to be forgiven upon completion of my service obligation. I understand that any obligation I may incur to pay back money to DMH, be of a breach of any service obligation or failure to complete my program of study, is not dischargeable in bankruptcy under Title 11 of the United States code except if such discharge is granted after the five year period beginning on the first date that payment of money is required.

INITIALS

21. I shall pay back any stipend amount the Department has paid me while in stipend status if I breach any term, condition or obligation of this application/contract including the service obligation after receiving the stipend payments. I understand that the full amount paid plus interest of ten percent (10%) or the market rate as allowed by law at the time, whichever is higher, becomes due and payable upon the date of breach. If the Department must take legal action to obtain reimbursement because of my breach of this contract, then I shall pay the court costs, other costs incurred by DMH to collect my reimbursement and 10% of the amount owed to the Department as attorneys fees.

INITIALS

In consideration of the mutual promises listed above, DMH and I indicate by signing this application/contract that we are bound by it. This application/contract does not become a legally binding contract until it is signed by the Director of DMH.

APPLICANT FOR EDUCATIONAL STIPEND

SIGNATURE OF APPLICANT

DATE

DEPARTMENT OF MENTAL HEALTH (DMH)

SIGNATURE OF HEAD FACILITY

DATE

SIGNATURE OF DIVISION DIRECTOR

DATE

SIGNATURE OF DEPARTMENT DIRECTOR

DATE



STATE OF MISSOURI
DEPARTMENT OF MENTAL HEALTH
**FACILITY JUSTIFICATION AND RECOMMENDATION FOR APPROVAL OF
EDUCATIONAL STIPEND APPLICATION/CONTRACT**

FACILITY

1. The head of the above-named facility signing below submits the following information as justification for approving the attached educational stipend application/contract, DMH Form 8202, for

FACILITY

a. Number of budgeted vacancies in the desired classification

NUMBER OF BUDGETED VACANCIES

b. Annual turnover in the classification the employee is training to fill

ANNUAL TURNOVER

c. Documentation (attached) of recruitment efforts, including number of incomplete Merit System certificates returned and description of any advertising.

d. Availability of facility funds to pay the educational stipend while on leave from the budget variances in the classification resulting from vacancies and to pay the salary when the applicant completes the education and qualifies for another position.

☐ YES

☐ NO

e. Minimum qualifications met for the desired classification after completing the education.

☐ YES

☐ NO

f. Verification (attached) that the individual has been accepted in the course or school.

g. Description (attached) of relevant certification, accreditation, and operational requirements to have staff in the desired classification.

h. Statement that efforts were made to consider minorities.

2. Applicant's coursework directly relates to position for which applying.

I RECOMMEND APPROVAL FOR THE ABOVE REASONS OF THE ATTACHED APPLICANT/CONTRACT FOR THE ABOVE-NAMED APPLICANT.

SIGNATURE OF APPOINTING AUTHORITY

DATE

RECOMMEND DISPOSITION IN CENTRAL OFFICE (Attach any comments)

DEPUTY DIRECTOR FOR
HUMAN RESOURCES

INITIALS

☐ APPROVE

☐ DENY

DATE

DEPUTY DIRECTOR FOR

INITIALS

☐ APPROVE

☐ DENY

DATE

DEPARTMENT DIRECTOR'S DISPOSITION

I APPROVE/DENY THE APPLICATION/CONTRACT FOR EDUCATIONAL LEAVE WITH PAY. REASONS IF DENIED ARE

DEPARTMENT DIRECTOR'S SIGNATURE

DATE